

Exhibit 1

Part B

- e. Local Building Codes
- f. the State Hospital Code

If Federal Aid is obtained for any facilities described herein, then any and all regulations imposed by the participating Federal Agency shall be complied with in the performance of this Agreement.

11. GOVERNMENT PROVISIONS

The ARCHITECT shall comply with any applicable provisions or Acts of Congress, rules, regulations, and requirements of the Government of the United States of America. If there is a grant of money or loan of money by the Government of the United States of America for the Project, then the ARCHITECT shall furnish any information and provide any assistance which the OWNER deemed necessary for the preparation of any certificates, reports, or materials required as a result of obtaining said grant or loan.

12. DEATH OF THE ARCHITECT

If the ARCHITECT is an individual and that ARCHITECT shall die prior to the said completed performance of this Agreement, then the payment to the estate of said ARCHITECT, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of the death of the ARCHITECT. If the ARCHITECT is a partnership and a partner shall die prior to the completed performance of this Agreement, the OWNER, in the OWNER's discretion, may deem the Project or any part thereof, suspended or altered on the date of said death or any date thereafter which the OWNER selects, and the payment to the estate of the deceased ARCHITECT or the partnership, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of said death or such other date thereafter selected by the OWNER. The OWNER shall have the right to the immediate possession of all files of the ARCHITECT relating to the Project, all plans and specifications in regard to the Project, and shall have a right to retain the services of another ARCHITECT to complete the Project. If the ARCHITECT is a professional or other corporation, then this paragraph shall not be applicable.

13. OWNER-ARCHITECT RELATIONSHIP

The relationship created by this Agreement between the OWNER and ARCHITECT is one of independent ARCHITECT and it is in no way to be construed as creating any agency relationship between the OWNER and the ARCHITECT nor is it to be construed as, in any way or under any circumstances, creating or appointing the ARCHITECT as an agent of the OWNER for any purpose whatsoever.

14. PROTECTION OF LIVES AND HEALTH

Each ARCHITECT and SUBCONSULTANT shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and with all applicable rules and regulations, adopted or promulgated, by agencies or municipalities of the State of New York or the United States of America. The ARCHITECT's and SUBCONSULTANT's attention is specifically called to the applicable rules and regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The ARCHITECT shall report on compliance to the OWNER or OWNER's Representative at the weekly safety meetings.

15. AFFIRMATIVE ACTION

A. The ARCHITECT agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The ARCHITECT further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.

B. The ARCHITECT must submit to the Owner, and the prospective SUBCONSULTANT's must submit to the ARCHITECT, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.

C. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.

D. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the ARCHITECT agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.

1. Utilization Plan; Waivers.

a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANTs and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.

b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.

c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANTs and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.

e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.

f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.

b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified

mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

(a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(b) If the Owner, upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

(a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.

(b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the

complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

(f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:

1. ARCHITECT's Utilization Plan, Minority & Female (EEO-1)
2. ARCHITECT's Utilization Plan (EEO-6)
3. Bid-Contract Activity Summary (EEO-6b)
4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
5. ARCHITECT's Permanent Employee Distribution (EEO-8)
6. Compliance Report (SC11A)
7. Request for Waiver (Waiver)

16. N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE

A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.

B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
 Uniform Contracting Questionnaire Responsibility Information Officer
 161 Delaware Avenue
 Delmar, New York 12054-1398

C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.

D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.

E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. **INVALID PROVISIONS**

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. **NONCOMPLIANCE**

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these **ADDITIONAL ITEMS**.

(ARCHITECT/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS)

PRODUCER Local Agent		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name		COMPANIES AFFORDING COVERAGE	
		COMPANY A Your Insurance Company	
		COMPANY B Your Insurance Company	
		COMPANY C Your Insurance Company	
		COMPANY D Your Insurance Company	
		COMPANY E Your Insurance Company	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input checked="" type="checkbox"/> X Include Independent Contractors <input checked="" type="checkbox"/> XCU Coverage	XYZ - 123	04/01/0X	04/01/XY	GENERAL AGGREGATE \$1,000,000
	PRODUCTS-COMP/OP AGG \$1,000,000				
	PERSONAL & ADV INJURY \$1,000,000				
	EACH OCCURRENCE \$1,000,000				
	FIRE DAMAGE (Any one fire) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY	ABC-345	04/01/0X	04/01/XY	COMBINED SINGLE LIMIT \$1,000,000
	BODILY INJURY (Per Person) \$1,000,000				
	BODILY INJURY (Per accident) \$1,000,000				
	PROPERTY DAMAGE \$1,000,000				
	EACH OCCURRENCE \$1,000,000				
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LLL-565	04/01/0X	04/01/XY	AGGREGATE \$1,000,000
	\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCP-678	04/01/0X	04/01/XY	<input type="checkbox"/> STATUTORY LIMITS
	EACH ACCIDENT \$ 100,000				
	DISEASE - POLICY LIMIT \$ 100,000				
	DISEASE - EACH EMPLOYEE \$ 100,000				
E	OTHER <input checked="" type="checkbox"/> NYS Disability Benefits <input checked="" type="checkbox"/> Professional Liability	DBL-910 PPL-111	04/01/0X 04/01/0X	04/01/XY 04/01/XY	STATUTORY
	Limit: \$2,000,000 SIR: 100,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability

DASNY CONTRACT NO. _____

PROJECT NAME: _____

FACILITY: _____

The following are Additional Insureds under General Liability as respects this project:

Dormitory Authority-State of New York 181 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XX XX AUTORIZED REPRESENTATIVE Your Representative
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(ARCHITECT/CONSULTANT/ENGINEER GENERAL INSURANCE ABATEMENT ARCHITECTS, CONSULTANTS & ENGINEERS REQUIREMENTS FOR A

PRODUCER Local Agent		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE		
INSURED Your Name		COMPANY A Your Insurance Company COMPANY B COMPANY C COMPANY D COMPANY E

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE TO OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE \$
	<input type="checkbox"/> Include Independent Contractors				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> EXCU Coverage				MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION				<input type="checkbox"/> STATUTORY LIMITS
	AND				EACH ACCIDENT \$
	EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
A	OTHER	AAP-111	04/01/XX	04/01/XY	
	Asbestos Abatement				Limit: \$2,000,000
	Professional Liability				SIR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FACILITY: _____
DASNY CONTRACT NO. _____ PROJECT NAME: _____

<p>Dormitory Authority—State of New York 181 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT XXX XXX</p>
<p>AUTHORIZED REPRESENTATIVE</p>	
<p>Your Representative</p>	

(ARCHITECT/CONSULTANT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE OR UNDERGROUND PETROLEUM STORAGE TANK ARCHITECT)		REQUIREMENTS CONSULTANTS & ENGINEERS ONLY
<p>PRODUCER Local Agent</p> <p>INSURED Your Name</p>		
<p style="text-align: center;">THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p> <p>COMPANY A Your Insurance Company</p> <p>COMPANY B</p> <p>COMPANY C</p> <p>COMPANY D</p> <p>COMPANY E</p>		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE X OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> Include Independent Contractors <input type="checkbox"/> XCU Coverage				GENERAL AGGREGATE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				PRODUCTS-COMP/OP AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				PERSONAL & ADV INJURY	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
A	OTHER Environmental Engineers & Consultants Professional Liability				PROPERTY DAMAGE	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per accident)	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
					Limit: \$2,000,000 SIR: 100,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS DASNY CONTRACT NO. _____	FACILITY: PROJECT NAME: _____
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Dormitory Authority-State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT AUTHORIZED REPRESENTATIVE Your Representative
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(ARCHITECT/CON

TRACT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSUR

REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN**DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
Address _____	Contract Number _____
Address _____	Project Term _____ Mo.
Address _____	Authority Goal: MBE _____ (%)
	Authority Goal: WBE _____ (%)

Work Description _____

1. List previous Dormitory Authority Work performed by your Firm:

Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____

2. Do you intend to engage other consultants or acquire other services in connection with the Work of this Contract?
 No Yes If YES, provide the information below:

TYPE OF CONSULTANT OR SERVICE	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Do you intend to acquire any supplies, materials, furniture, equipment or similar items in connection with the Work of this Contract? No Yes If YES, provide the information below:

TYPE OF SUPPLIES, MATERIALS, ETC.	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(ARCHITECT/CONS* *ANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSUR * REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN

- 4. List several Minority- and Women-Owned Businesses, MBE and WBE, utilized by your Firm during the past three years.**

Firm Name _____
 Addr _____
 Addr _____

Service/Product Provided: Award \$ _____
 MBE WBE

Firm Name _____
 Addr _____
 Addr _____

Service/Product Provided: Award \$ _____
 MBE WBE

Firm Name _____
 Addr _____
 Addr _____

Service/Product Provided: Award \$ _____
 MBE WBE

Firm Name _____
 Addr _____
 Addr _____

Service/Product Provided: Award \$ _____
 MBE WBE

- 5. Complete the Minority- and Women-Owned Business Goal Tabulation Schedule below for your Firm using either dollar amounts or a percentage of your Contract.**

GOAL AWARD CATEGORY	MBE GOAL	WBE GOAL	DOLLARS or PERCENT
Consultants and Services Supplies, Materials, etc.	_____	_____	<input type="checkbox"/> (\$) <input type="checkbox"/> (%)
Total Goal	_____	_____	<input type="checkbox"/> (\$) <input type="checkbox"/> (%)

- 6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.**

Principal or Officer:

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

Do not write below the line above

Approved: _____

Senior Director, Office For Affirmative Action
Dormitory Authority - State of New York

Date _____

FORM: AAPSERV1, Revision 1, 10-06-93

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____	Fed ID No. _____
Address _____	_____
Address _____	_____
City _____	State Zip _____
Contact Person _____	Telephone _____

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
_____	Contract Number _____

DISTRIBUTION OF PERMANENT EMPLOYEES

ENTER POSITION OR JOB TITLE	FEMALE EMPLOYEES				MALE EMPLOYEES			
	NATIVE		WHITE BLACK AMERICAN HISPANIC ASIAN		NATIVE		WHITE BLACK AMERICAN HISPANIC ASIAN	
_____	_____	_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	_____	_____	
_____	_____	_____	_____	_____	_____	_____	_____	

EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.

PROFESSIONAL: For position titles of individuals possessing a License to practice their profession

TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical and Support

CLERICAL AND SUPPORT

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer
 Form: AAPSERV2, Revision 1, 10-06-93

Date

(ARCHITECT/CONSULTANT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

**CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES**

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm	_____	Fed ID No.	_____
Address	_____		
Address	_____		
City	_____	State Zip	_____
Contact Person _____		Telephone	_____

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
Work Description _____	Contract Number _____
Consultant's Goals: MBE \$ _____	MBE Goal Status: <input type="checkbox"/> Over <input type="checkbox"/> Under
WBE \$ _____	WBE Goal Status: <input type="checkbox"/> Over <input type="checkbox"/> Under

MINORITY- AND WOMEN-OWNED BUSINESS BID AND CONTRACT ACTIVITY SUMMARY

Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE
Firm Name _____	Value of Proposal/Bid Received or Award \$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending
Work Description: _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

CONSULTANT'S COMPLIANCE REPORT

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ Fed ID No. _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
Work Description _____	Contract Number _____
Completion Percent: <input type="checkbox"/> 25% <input type="checkbox"/> 50% <input type="checkbox"/> 75% <input checked="" type="checkbox"/> 100%	Estimated Completion Date _____

MINORITY- AND WOMEN- OWNED BUSINESS CONTRACT STATUS SUMMARY

Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBB <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

REQUIREMENTS

CONSULTANT'S REQUEST FOR WAIVER

DORMITORY AUTHORITY - STATE OF NEW YORK

**Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118**

A. TYPE OF WAIVER REQUEST:	<input type="checkbox"/> Total	<input type="checkbox"/> Partial. If Partial, complete blanks below: MBE Waiver (%) Requested _____ WBE Waiver (%) Requested _____
B. CONSULTANT		
Firm	_____	
Address	_____	
City	_____	
Contact Person	State Zip	_____
	Telephone	_____
C. PROJECT		
Project	Contract Amount	\$ _____
Address	Contract Number	_____
Address	Project Term	Mo. _____
Address	Authority Goal: MBE	(%) _____
	Authority Goal: WBE	(%) _____
Work Description _____		
D. REQUIRED WAIVER INFORMATION DOCUMENTATION		
If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected.		
1. Complete the following for certified minority- and women-owned business enterprises that were solicited in <u>writing</u> to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE.		
Firm Name	_____	
Address	_____	
City, State	_____	
Contact	_____	
Date	_____	
Trade	_____	
Check certified firm type:		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
Firm Name	_____	
Address	_____	
City, State	_____	
Contact	_____	
Date	_____	
Trade	_____	
Check certified firm type:		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		
Firm Name	_____	
Address	_____	
City, State	_____	
Contact	_____	
Date	_____	
Trade	_____	
Check certified firm type:		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		

(ARCHITECT/CONSULTANT/ENGINEER) REQUIREMENTS

Firm Name _____ **Date** _____
Address _____ **Trade** _____
City, State _____
Contact _____ **Check certified firm type:**
□ MBE □ WBE

Firm Name _____ **Date** _____
Address _____ **Trade** _____
City, State _____
Contact _____
Check certified firm type:
□ MBE □ WBE

2. Provide a description of any solicitation documents, contract documents, plans, specifications and/or other documentation made available to certified minority- and women-owned businesses for the purposes of soliciting their services or bids, and the dates and manner in which these documents were made available.

3. Attach documentation of any negotiations with any minority- and women-owned business enterprises undertaken for purposes of complying with the Authority's goal requirements.

Attachment(s) provided Not Applicable

4. Provide a statement of justification to support the request for a waiver of the goal requirements established by the Authority.

1. Utilization Plan; Waivers.

a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.

b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.

c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANT's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.

e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.

f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.

b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

(a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(b) If the Owner, upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

(a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.

(b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.

(c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

(d) The party filing a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

(e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

(f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

(g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties.

The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

(h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

(i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:

- | | |
|--|----------------------|
| 1. ARCHITECT's Utilization Plan, Minority & | Female (EEO-1) |
| 2. ARCHITECT's Utilization Plan (EEO-6) | |
| 3. Bid-Contract Activity Summary (EEO-6b) | |
| 4. Six-Month Utilization Workforce Projection Schedule (EEO-7) | |
| 5. ARCHITECT's Permanent Employee | Distribution (EEO-8) |
| 6. Compliance Report (SC11A) | |
| 7. Request for Waiver (Waiver) | |

16. N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE

A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.

B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
 Uniform Contracting Questionnaire Responsibility Information Officer
 161 Delaware Avenue
 Delmar, New York 12054-1398

C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.

D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.

E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. **INVALID PROVISIONS**

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. **NONCOMPLIANCE**

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these **ADDITIONAL ITEMS**.

(ARCHITECT/CONSULTANT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

ACORD

PRODUCER Local Agent		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		COMPANIES AFFORDING COVERAGE	
INSURED Your Name		COMPANY A Your Insurance Company	
		COMPANY B Your Insurance Company	
		COMPANY C Your Insurance Company	
		COMPANY D Your Insurance Company	
		COMPANY E Your Insurance Company	

COVERAGE(S)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	XYZ - 123	04/01/XX	04/01/XY	GENERAL AGGREGATE \$1,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$1,000,000
	<input type="checkbox"/> CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE \$1,000,000
	X Include Independent Contractors				FIRE DAMAGE (Any one fire) \$ 50,000
	X XCU Coverage				MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	ABC-345	04/01/XX	04/01/XY	COMBINED SINGLE LIMIT \$1,000,000
	X ANY AUTO				BODILY INJURY (Per Person) \$1,000,000
	X ALL OWNED AUTOS				BODILY INJURY (Per accident) \$1,000,000
	X SCHEDULED AUTOS				PROPERTY DAMAGE \$1,000,000
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
C	X GARAGE LIABILITY	LLL-555	04/01/XX	04/01/XY	
	EXCESS LIABILITY				EACH OCCURRENCE \$1,000,000
	X UMBRELLA FORM				AGGREGATE \$1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION	WCP-678	04/01/XX	04/01/XY	<input type="checkbox"/> STATUTORY LIMITS
	AND				EACH ACCIDENT \$ 100,000
	EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT \$ 100,000
					DISEASE - EACH EMPLOYEE \$ 100,000
E	OTHER	DBL-910	04/01/XX	04/01/XY	STATUTORY
F	NYS Disability Benefits				Limit: \$2,000,000
	Professional Liability	PPL-111	04/01/XX	04/01/XY	SIR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability

DASNY CONTRACT NO. _____

PROJECT NAME: _____

FACILITY: _____

The following are Additional Insureds under General Liability as respects this project: _____

CERTIFICATE HOLDER		NOTICE OF CANCELLATION	
Dormitory Authority-State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XX XX XX AUTHORIZED REPRESENTATIVE Your Representative	

(ARCHITECT/CONSULTANT/ENGINEER) CONSULTANT/ENGINEER GENERAL INSURANCE FOR HAZARDOUS/CONTAMINATED MATERIALS OR UNDERGROUND PETROLEUM STORAGE TANK ARCHITECT		REQUIREMENTS CONSULTANTS & ENGINEERS ONLY
ACORD FORM OF POLICY INSURANCE		
PRODUCER Local Agent		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Your Name		COMPANIES AFFORDING COVERAGE COMPANY A Your Insurance Company COMPANY B COMPANY C COMPANY D COMPANY E

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE X OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input type="checkbox"/> Include Independent Contractors <input type="checkbox"/> XCU Coverage				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	OTHER Environmental Engineers & Consultants Professional Liability				Limit: \$2,000,000 SR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS DASNY CONTRACT NO. _____	FACILITY: _____ PROJECT NAME: _____
--	--

CERTIFICATE HOLDER Dormitory Authority-State of New York 181 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXX XXXXXXXX XXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT XXXXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX AUTHORIZED REPRESENTATIVE Your Representative
--	---

(ARCHITECT/CONSULTANT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS
CONSULTANT'S UTILIZATION PLAN

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____
 Address _____
 Address _____
 City _____ State Zip _____
 Contact Person _____ Telephone _____

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
Address _____	Contract Number _____
Address _____	Project Term _____ Mo.
Address _____	Authority Goal: MBE _____ (%)
	Authority Goal: WBE _____ (%)

Work Description _____

1. List previous Dormitory Authority Work performed by your Firm:

Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____
Project _____	Contract Amount \$ _____
MBE Utilization: \$ _____	WBE Utilization: \$ _____

2. Do you intend to engage other consultants or acquire other services in connection with the Work of this Contract?
 No Yes If YES, provide the information below:

TYPE OF CONSULTANT OR SERVICE	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Do you intend to acquire any supplies, materials, furniture, equipment or similar items in connection with the Work of this Contract? No Yes If YES, provide the information below:

TYPE OF SUPPLIES, MATERIALS, ETC.	ESTIMATED AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

CONSULTANT'S UTILIZATION PLAN

- 4. List several Minority- and Women-Owned Businesses, MBE and WBE, utilized by your Firm during the past three years.**

Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Addr _____	
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Addr _____	
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Addr _____	
Firm Name _____	Service/Product Provided: Award \$ _____
Addr _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Addr _____	

- 5. Complete the Minority- and Women-Owned Business Goal Tabulation Schedule below for your Firm using either dollar amounts or a percentage of your Contract.**

GOAL AWARD CATEGORY	MBE GOAL	WBE GOAL	DOLLARS or PERCENT
Consultants and Services	_____	_____	<input type="checkbox"/> (\$)
Supplies, Materials, etc.	_____	_____	<input type="checkbox"/> (%)
Total Goal	_____	_____	<input type="checkbox"/> (\$) <input type="checkbox"/> (%)

- 6. The space below is provided for comments that your Firm may have regarding the utilization of Minority- and/or Women-Owned Businesses in the Work of your Contract.**

Principal or Officer:

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

Do not write below the line above

Approved: _____
 Senior Director, Office For Affirmative Action
 Dormitory Authority - State of New York

Date _____

(ARCHITECT/CONSULTANT/ENGINEER)CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION

DORMITORY AUTHORITY - STATE OF NEW YORK
Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____ **Fed ID No.** _____
Address _____
Address _____
City _____ **State Zip** _____
Contact Person _____ **Telephone** _____

PROJECT INFORMATION

Project _____ Contract Amount \$ _____
Contract Number _____

DISTRIBUTION OF PERMANENT EMPLOYEES

**ENTER POSITION
OR JOB TITLE**

FEMALE EMPLOYEES

NATIVE

WHITE BLACK AMERICAN HISPANIC ASIAN

MALE EMPLOYEES

NATIVE

WHITE BLACK AMERICAN HISPANIC ASIAN

EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.

PROFESSIONAL: For position titles of individuals possessing a License to practice their profession

TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical and Support

CLERICAL AND SUPPORT

— — — — —
— — — — —

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer
Form: AAPSERV2, Revision 1, 10-06-93

Date

**CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH
MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES**

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm	<hr/>	Fed ID No.	<hr/>
Address	<hr/>		
Address	<hr/>		
City	<hr/>	State Zip	<hr/>
Contact Person _____		Telephone	<hr/>

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
Contract Number _____	
Work Description _____	MBE Goal Status: <input type="checkbox"/> Over <input type="checkbox"/> Under
Consultant's Goals: MBE \$ _____ WBE \$ _____	WBE Goal Status: <input type="checkbox"/> Over <input type="checkbox"/> Under

MINORITY- AND WOMEN-OWNED BUSINESS BID AND CONTRACT ACTIVITY SUMMARY

Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	
Work Description _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Eliminated
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	
Work Description _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Eliminated
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	
Work Description _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Eliminated
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	
Work Description _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Eliminated
Firm Name _____	Value of Proposal/Bid Received or Award _____	\$ _____
Addr _____	Date of Award, Pending or Eliminated Action _____	
Addr _____	Contract Status: <input type="checkbox"/> Awarded <input type="checkbox"/> Pending	
Work Description _____	Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> Eliminated

Type Name of Principal or Officer

Type Title of Principal or Officer

Signature of Principal or Officer

Date

CONSULTANT'S COMPLIANCE REPORT

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

CONSULTANT IDENTIFICATION

Firm _____	Fed ID No. _____
Address _____	
Address _____	
City _____	State Zip _____
Contact Person _____	
Telephone _____	

PROJECT INFORMATION

Project _____	Contract Amount \$ _____
Work Description _____	Contract Number _____
Completion Percent: <input type="checkbox"/> 25% <input type="checkbox"/> 50% <input type="checkbox"/> 75% <input checked="" type="checkbox"/> 100%	Estimated _____
	Completion Date _____

MINORITY- AND WOMEN- OWNED BUSINESS CONTRACT STATUS SUMMARY

Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____
Firm Name _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Contract Value	\$ _____
Addr _____	Fed ID No: _____	Payments To Date \$ _____
Addr _____	Telephone: _____	Start Date (Est) _____
Work Description: _____		End Date (Est) _____

Type Name of Principal or Officer _____

Type Title of Principal or Officer _____

Signature of Principal or Officer _____

Date _____

CONSULTANT'S REQUEST FOR WAIVER

DORMITORY AUTHORITY - STATE OF NEW YORK
 Office For Affirmative Action
 One Penn Plaza, 48th Floor
 New York, New York 10119-0118

A. TYPE OF WAIVER REQUEST:	<input type="checkbox"/> Total	□ Partial. If Partial, complete blanks below: MBE Waiver (%) Requested _____ WBE Waiver (%) Requested _____
B. CONSULTANT		
Firm	_____	
Address	_____	
City	State Zip	_____
	Contact Person _____ Telephone _____	
C. PROJECT		
Project	Contract Amount \$	_____
Address	Contract Number _____	
Address	Project Term _____ Mo.	
Address	Authority Goal: MBE _____ (%)	
	Authority Goal: WBE _____ (%)	

Work Description _____

D. REQUIRED WAIVER INFORMATION DOCUMENTATION

If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected.

1. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE.

Firm Name _____	Date _____
Address _____	Trade _____
City, State _____	Check certified firm type:
Contact _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Firm Name _____	Date _____
Address _____	Trade _____
City, State _____	Check certified firm type:
Contact _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Firm Name _____	Date _____
Address _____	Trade _____
City, State _____	Check certified firm type:
Contact _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

(ARCHITECT/CONSUL. /ENGINEER) CONSULTANT/ENGINEER GENERAL INSURAN

Firm Name _____ **Date** _____
Address _____ **Trade** _____
City, State _____ **Check certified firm type:**
Contact _____ **MBE** **WBE**

Firm Name _____ **Date** _____
Address _____ **Trade** _____
City, State _____ **Check certified firm type:**
Contact _____ **MBE** **WBE**

2. Provide a description of any solicitation documents, contract documents, plans, specifications and/or other documentation made available to certified minority- and women-owned businesses for the purposes of soliciting their services or bids, and the dates and manner in which these documents were made available.

3. Attach documentation of any negotiations with any minority- and women-owned business enterprises undertaken for purposes of complying with the Authority's goal requirements.

Attachment(s) provided Not Applicable

4. Provide a statement of justification to support the request for a waiver of the goal requirements established by the Authority.